

**STANDARD FORM PROPRIETARY LEASE - SITE \_\_\_\_**

**between**

**SEVEN GATES FARM CORPORATION,  
as LANDLORD**

**and**

\_\_\_\_\_, **as TENANT**

---

- 1. INTRODUCTION - PARTIES.** This Lease is made as of the \_\_\_\_ day of \_\_\_\_\_, 2006 by **SEVEN GATES FARM CORPORATION**, a Massachusetts corporation with a place of business at 301 South Gate Road, Vineyard Haven, Massachusetts 02568 (usually referred to in this lease as the "Landlord), and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (usually referred to in this lease as the "Tenant").
- 2. DEMISE - DESCRIPTION OF PROPERTY.** The Landlord demises to the Tenant upon the terms of this Lease and subject to easements, restrictions and agreements of record and all laws, ordinances and regulations applicable thereto, and subject to the provisions of the By-Laws of the Landlord and of the Rules and Regulations established from time to time intended for general application to all of the holders of Standard Form Proprietary Leases from the Landlord, that portion of the real property owned by the Landlord and located in West Tisbury and/or Chilmark, Dukes County, Massachusetts, more particularly described in Schedule A attached hereto and hereby made a part hereof, and sometimes known as "Site \_\_\_\_". The Landlord hereby also grants to the Tenant, as a right appurtenant to and running with this Lease, an easement for the purpose of running in and under the roads and other rights of way electricity lines, cable television and data transmission lines, water and sewer lines and other similar utilities to serve the Site. The Landlord hereby also grants to the Tenant, as a right appurtenant to and running with this Lease, the right to use in common with others legally entitled thereto, for ingress and egress to the leased premises, all roads and private ways of the Landlord which said Site \_\_\_\_ abuts and all connecting roads from time to time existing or established hereafter by the Landlord, as well as all roads and private ways of the Landlord which serve or in the future will serve common areas and facilities which, pursuant to other provisions of this Lease, the Tenant is given the right to use in common with others; but with full right on the part of the Landlord to relocate any road, in accordance with the Landlord's By-Laws from time to time in effect, or to abandon any road, so long as access to the leased premises to and from established public ways is not cut off. The Landlord also grants to the Tenant the right to use, in common with other holders of Standard Form Proprietary Leases from the Landlord, the common lands, buildings and improvements owned and maintained by the Landlord, provided such use by the Tenant shall be only as permitted by the By-Laws of the Landlord as in effect from time to time and as permitted by the rules and regulations of the Landlord in effect from time to time as the same are intended to apply to use of the common areas.

3. **TERM.** The original term of this Lease shall commence on the date hereof and continue through March 31, 3020, unless sooner terminated as herein provided. In the event of the dissolution of the Landlord, whether by expiration of time on March 31, 3020, or otherwise, the Landlord agrees, subject to the provisions of the Landlord's By-Laws from time to time in effect, to convey to the Tenant the fee to Site \_\_\_ together with access rights to and from the Site and such easements to use what are now or hereafter become common lands and facilities as are given to other tenants of other sites in connection with such dissolution.
4. **RENT.** All rent payments shall be made at the office of the Landlord or at such other place as the Landlord may designate in writing to the Tenant in accordance with the provisions of following Paragraph 20.

A. **Variable Annual Rent.** An annual rent ("Variable Annual Rent") shall be fixed for each fiscal year of the Landlord in the manner provided in the By-Laws of the Landlord from time to time in effect, and shall take into account whether or not the leased premises have been improved with a structure usable for habitation (an "Improved Site") or not (an "Unimproved Site") in accordance with the Landlord's By-Laws in effect from time to time. Such Variable Annual Rent shall be paid by the Tenant, in advance, in equal quarterly installments on the first days of January, April, July and October (or on any other schedule fixed by the Landlord from time to time in accordance with its By-Laws), the first installment to be payable on or as of the first quarter day next following the beginning of the Lease, or any adjustment of the Variable Annual Rent rental, and the final installment on the termination of the Lease, with an apportionment in each case if necessary. The Tenant shall have the option of paying said rent in advance in equal monthly payments or may prepay the entire Variable Annual Rent at the beginning of the Landlord's fiscal year.

On the date of this Lease, Site \_\_\_\_ is treated as an Improved Site under the Landlord's By-Laws, and the Variable Annual Rent applicable to Site \_\_\_\_ is \$\_\_\_\_\_.

The Variable Annual Rent will be adjusted equitably if during any fiscal year the status of the Site changes between an Improved Site and an Unimproved Site.

B. **Additional Rent - Real Estate Taxes.** The Tenant shall pay to the Landlord as additional rent the Tenant's share of all real estate taxes or taxes in the nature of real estate taxes, including special and general assessments, however the same may be designated, levied or assessed on or against the leased premises, plus an equitable share of any taxes or assessments which may be assessed on or against the common property (improved and unimproved) belonging to the Landlord and not subject to a Standard Form Proprietary Lease, for each year or part thereof during the term of this Lease. The preceding sentence is intended to apply to taxes and assessments not already included in the Variable Annual Rent, such as might apply following an assessment levied following an improvement constructed by the Landlord. Amounts payable under this paragraph

shall not be duplicative of taxes or assessments already included in the Variable Annual Rent. The Tenant's share shall be as determined in a manner of general application to all holders of Standard Form Proprietary Leases (although this shall not require that the assessment be the same for all sites). If the Lease year shall not be co-extensive with the tax year, there shall be an equitable apportionment of the Tenant's liability hereunder for such taxes. Additional rent as described in this Paragraphs 4.B will be payable within twenty days of receipt by the Tenant from the Landlord of a written bill for the same. If the leased premises should now or ever be assessed in common with other property of the Landlord, and an apportionment is not, upon request, made by the assessors showing the amount of the assessment applicable solely to the leased premises, then an apportionment shall be made by agreement of the Landlord and Tenant, or if they fail to agree after thirty calendar days, then by arbitration, with the party whose last proposed allocation was further from the allocation determined by the arbitrator to pay for the costs and expenses of the arbitration, including reasonable legal fees of the prevailing party.

C. Additional Rent - Special Assessments. The Tenant shall pay as and when they become due and payable all water and sewer charges which may be assessed and become due in the future (all sites and other property of the Landlord are served as of the date of this Lease by wells and by septic systems), and all charges for electricity, gas, heat, steam, oil, water, energy and other utilities supplied to the leased premises. If any such utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants in the Seven Gates Farm community, the Tenant will pay to the Landlord as additional rent an apportionment of such charges for utilities used in common based upon an equitable basis selected by the Landlord through its Board of Directors, in addition to the Tenant's payments of the separately metered charges. Additional rent as described in this Paragraphs 4.C will be payable within twenty days of receipt by the Tenant from the Landlord of a written bill for the same.

D. Additional Rent - Services. Historically the Landlord has provided various non-essential services to holders of Standard Form Proprietary Leases at stated rates or costs, including but not limited to services for lawn care, snowplowing of driveways, maintenance work on dwellings, and sale of gasoline. For so long as the Landlord elects to continue to provide these or other services to tenants (and the Landlord hereby specifically retains the right at any time in its sole discretion to discontinue providing some or all of these non-essential services), the Landlord shall do so at prices uniformly determined for all tenants (whether based on hourly charges, square footage, markup on costs of goods sold, or some other basis). If the Tenant requests services from the Landlord, and the Landlord provides them, then the charges assessed by the Landlord to the Tenant for such charges shall be deemed to be additional rent, and will be payable within twenty days of receipt by the Tenant from the Landlord of a written bill for the same. Among other remedies of the Landlord upon an Event of Default as defined in Paragraph 18, the Landlord may at its election discontinue providing non-essential services to the Tenant from and after the Event of Default (regardless of whether or not such Event of Default is subsequently cured).

E. Additional Rent - Special Assessments. In the event that the Landlord makes a special assessment for capital repair or improvements (rather than assessing a capital call against all shareholders of the Landlord), then in such event the Tenant shall pay to the Landlord as additional rent such special assessment when the same becomes due and payable as specified by the Landlord.

F. Additional Rent - General. All taxes, charges, costs and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of non-payment by the Tenant, the Landlord shall have all the rights and remedies with respect thereto as the Landlord has for the non-payment of Variable Annual Rent.

5. **SERVICES REQUIRED OF LANDLORD; RESERVED RIGHTS TO ACCOMPLISH SERVICES**. The Landlord shall provide the following services:

A. Maintenance of the access roads off the public way up to the sites (but not including maintenance of driveways off of the access road onto the site), including clearing and plowing as needed in the winter, as well as all other access roads serving any common land or facility which the Tenant is entitled by other provisions of this Lease to use.

B. Provision of electricity services to the boundary of the leased premises (it shall be the responsibility of the Tenant to run electric service from the edge of the leased premises onto and within the site and to any dwelling(s)).

C. Provide and maintain such common lands and common buildings for the common use and benefit of all of the holders of Standard Form Proprietary Leases as the Landlord determines appropriate from time to time, and in the absence of any specific determination to the contrary, then substantially in the manner in which such common lands and common buildings are currently maintained.

Interruption or curtailment of any such services shall not constitute a constructive or partial eviction, nor, unless caused by the gross negligence of the Landlord, entitle the Tenant to any abatement of rent, either Variable Annual Rent or additional rent.

Notwithstanding any provision in this Lease to the contrary, the Landlord expressly reserves the right, for any of the foregoing purposes, and for the purpose of furnishing any community service to the Tenant or other holders of Standard Form Proprietary Leases and for the laying, extension, maintenance or replacement of any water or sewer pipes for use in connection with this Site or other sites or common

structures, or in the management and operation of the common facilities by its duly authorized agents or employees, to enter upon the leased premises and pass over and use as private ways any roads or ways over the leased premises, and the right to discharge surface drainage from any road of the Landlord and from ditches and gutters at the sides thereof, over any adjoining land of the Tenant, and the right to locate, erect and maintain poles and wires upon and across the leased premises for telephone service, cable service and transmission of electricity to and from the leased premises and to and from any other premises of the Landlord, whether leased or not, and full right of ingress and egress for these purposes.

## **6. USE OF PROPERTY.**

A. Specific Use. The Tenant shall use the leased premises solely and exclusively for residential purposes as more fully defined hereinafter and in the By-Laws of the Landlord. The Tenant shall not maintain, erect or permit to be maintained or erected upon the leased premises any building or structure except a primary private residence and one secondary private residence with the usual outbuildings for use therewith, including, but not restricted to, a private garage and stable so long as such outbuildings may not be used for any residential or housekeeping purpose (including sleeping and/or cooking facilities). Any such secondary residence may be either a separate structure or an attached or semi-attached structure to the primary residence. All primary residences, secondary residences and outbuildings must conform to and be in compliance with applicable law. The maximum floor area (as floor area is defined in the relevant Town Zoning Code) of any secondary residence shall not exceed 800 square feet. Any such secondary residence may be used only by the Tenant, members of the Tenant's family, non-paying guests, employees of the Tenant or permitted sub-lessees of the Tenant. Any structures erected or altered in violation of this Lease or the By-Laws of the Landlord in effect from time to time will be subject to removal at the Tenant's expense at the election of the Landlord. In the event that the Tenant is not a natural person, then the Tenant shall designate to the Landlord in writing a natural person who will be treated as the "Tenant" for purposes of the preceding sentence.

B. Prohibitions. Notwithstanding the preceding provisions, the Tenant shall not construct or alter substantially any building or structure on the leased premises, or substantially alter the topography of the leased premises, without complying fully with the By-Laws of the Landlord, including the requirement of obtaining prior written approval from the Board of Directors of the Landlord (to which a recommendation is made by the architectural review committee appointed by the Landlord). The Tenant shall not display any advertising on the leased premises nor suffer or permit any strip or waste upon the leased premises, nor permit any nuisance thereon, nor use or occupy, nor permit the leased premises or any part thereof to be used or occupied for any unlawful business, use or purpose, nor for any business, use or purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Promptly after the discovery of any

such unlawful, disreputable or extra-hazardous use, the Tenant shall take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any subtenants, occupants or other persons guilty of any unlawful, disreputable or extra-hazardous use. The Tenant shall indemnify the Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable counsel fees, arising out of any violation of or default under these provisions.

C. Occupancy Permit - Insurance. The Tenant shall not use or occupy or permit the leased premises to be used or occupied, nor do or permit anything to be done in or on the leased premises in a manner which will in any way violate any certificate of occupancy affecting the leased premises, or make void or voidable any insurance then in force with respect thereto, or which will make it impossible to obtain, or will cause any increase the premiums for, fire or other insurance carried by the Landlord.

7. **RULES AND REGULATIONS**. The Landlord reserves the right, from time to time, to impose reasonable rules and regulations of general application to and for the common benefit of all holders of Standard Form Proprietary Leases running from the Landlord. The Tenant agrees to abide by such rules and regulations, and acknowledges and agrees that failure to so abide shall constitute an event of default under this Lease giving rise to all of the Landlord's remedies in the event of default. The Landlord shall furnish to the Tenant a copy of the Landlord's by-laws and any rules and regulations upon execution of this Lease, and thereafter promptly upon any change in the same, and shall maintain a set of the current by-laws and any rules and regulations at the office of the Landlord and available for inspection by the Tenant during normal business hours.
8. **QUIET ENJOYMENT**. The Tenant, upon the payment of the rent herein reserved, and upon the performance of the terms of this Lease, shall at all times, during the Lease term and during any extension or renewal term, peaceably and quietly enjoy the leased premises without any disturbance from the Landlord or from any other person claiming through the Landlord.
9. **SURRENDER OF POSSESSION**. The Tenant shall, on the last day of the term or upon the sooner termination of the term (including through early termination by the Landlord as a result of default by the Tenant), peaceably and quietly surrender the leased premises to the Landlord in as good condition and repair as at the commencement of the initial term and as any new replacements, additions or improvements, constructed, erected, added or placed thereon by the Tenant were when completed, normal wear and tear excepted. The Tenant acknowledges that at the commencement of this Lease the condition of the leased premises is acceptable to the Tenant.

Any personal property of the Tenant (which shall not include any buildings, fixtures, structures or other improvements which have become fixed to the real property) which is not removed upon termination of this Lease shall become the property of the Landlord without further action on its part, or the Landlord at its option may remove any such property then upon the leased premises, and may store it at the Tenant's expense,

and may, on three (3) days written notice to the Tenant, sell such property at public or private sale, or if it be unsalable, may dispose of it in any other manner without liability to the Tenant. The Tenant shall be liable for all expenses of storage, sale or removal of such property.

10. **ASSIGNMENT AND SUBLEASE.** The Tenant shall not assign, mortgage or encumber this Lease without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld or delayed. No assignment of all of the Tenant's interest in this Lease may be made by the Tenant except in connection with a transfer of all of Tenant's capital stock in the Landlord to the same person. In any instance of a sublease for not more than one year (including any and all renewals of the sublease which are within the subtenant's control), the prior written consent of the Landlord shall not be required. The Tenant shall promptly furnish to the Landlord a copy of any sublease entered into by the Tenant. All subleases shall be entered into only in full compliance with the By-Laws of the Landlord in effect from time to time, and shall in every instance require the subtenant to comply fully with all of the By-Laws and all of the rules and regulations of the Landlord concerning use of common lands and facilities. The Tenant acknowledges that currently advance notice must be given to the Landlord of any intent to assign the lease, and that any proposed assignee or transferee of the Lease and any proposed mortgagee will be required by the Landlord, as a condition of the assignment, to commit to signing a Standard Form Proprietary Lease with the Landlord at the time such proposed mortgagee would acquire the leasehold interest.

The Tenant may not separately sublease either the primary or secondary residence but may sublease the entire Site to one person or family in accordance with the provisions of this Lease and the By-Laws of the Landlord.

11. **REPAIRS AND MAINTENANCE.**

A. Landlord. The Landlord shall repair and maintain the common grounds and facilities, including the office and barn structures and the piers, or alternatively may elect to raze and/or raze and replace such structures, in a safe and reasonable manner, and shall keep the access roads in good order and repair and free of snow and ice and other obstructions. The Landlord shall also maintain the common utilities serving the sites generally or the common buildings and structures specifically.

B. Tenant. The Tenant shall, at the sole expense of the Tenant, keep in good order and repair and in a sightly condition any structure, building or improvement erected on the Site.

12. **ALTERATIONS BY TENANT.** Notwithstanding the preceding provisions, the Tenant may not alter substantially externally, or permit the substantial external alteration of, any structure upon the leased premises except in conformity with the By-Laws of the Landlord in effect from time to time, nor shall the Tenant substantially alter or permit the substantial alteration of the topography of the leased premises by bulldozing or otherwise except in conformity with the By-Laws of the Landlord in effect from time to time.

If the Landlord consents to any alteration, addition or improvement, the Tenant shall pay the entire cost of any work undertaken, procure all necessary permits before undertaking such work, do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements, save the Landlord harmless and indemnified from all injury, loss, claim or damage to any person or property occasioned by or growing out of such work. Buildings constructed on the Site, as well as fixtures, structures and other improvements erected on the Site which are become affixed to the land, shall all become and thereafter be treated as part of the real property owned by the Landlord and subject to this Lease.

13. **TENANT'S PERSONAL PROPERTY**. All structures or dwellings erected on the Site by the Tenant, and all personal property belonging to the Tenant or Tenant's guests on the leased premises, shall be and remain at the sole risk and hazard of the Tenant. If the whole or any part of such property shall be destroyed or damaged by fire, storm, water, bursting of water pipes or in any other way or manner or casualty, no part of such loss or damage is to be charged to, or be borne by, the Landlord.

14. **EMINENT DOMAIN - CONDEMNATION**. If the whole or any part of the leased premises shall be taken under the power of eminent domain or condemnation, or by the purchase in lieu thereof by any public, quasi-public, or private authority, or condemned as unlawful, or suffer any damage which shall entitle the Landlord to make a claim for injury, all damages awarded for such taking, whether for the whole or any part of the leased premises, shall be apportioned equitably between the Landlord and the Tenant as the respective interests existed immediately prior to the eminent domain or condemnation proceedings.

15. **INSURANCE**.

A. **Landlord's Undertaking**. The Landlord shall keep the common structures and improvements generally serving the Sites insured against loss or damage by fire with extended coverage endorsement in an amount sufficient to prevent the Landlord from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than eighty percent (80%) of the full insurable value as determined from time to time. The full insurable value shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by financially responsible insurers. The Landlord may obtain and maintain such other insurances as it deems appropriate from time to time, but shall not be under any obligation to the Tenant to do so.

B. **Tenant's Undertaking**. The Tenant shall keep any and all structures and improvements erected on the Tenant's Site insured throughout the term of this Lease or any extension thereof against the following:

- (1) Loss or damage by fire and such other risks as may be included in the

broadest form of extended coverage insurance from time to time available in amounts sufficient to prevent the Landlord or the Tenant from becoming a co-insurer within the terms of the applicable policies, and in any event in an amount not less than eighty percent (80%) of the then full insurable value;

(2) Claims for personal injury or property damage under a policy of comprehensive personal public liability insurance, with such limits as may reasonably be requested by the Landlord from time to time, but not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury (including death) and for property damage;

(3) Such other hazards and in such amounts as the holder of any mortgage to which this Lease is subordinate may require from time to time.

16. **INDEMNIFICATION.** The Tenant shall save the Landlord harmless and indemnified from all bodily and personal injury, loss, claim or damage to any personal property while on the leased premises, and from and against all bodily and personal injury, loss, claim or damage to any personal property anywhere on or about land owned by the Landlord (including, but not limited to, the common land and facilities), occasioned by any act, neglect, or omission of the Tenant or of the Tenant's employees, agents or licensees, subtenants, invitees or any other person for whom the Tenant is responsible or occasioned by a default in the proper performance of the Tenant's obligations under the terms of this Lease.

17. **RIGHT OF ENTRY.** The Landlord and its representatives may, following reasonable prior notice (except in the event of emergency), enter the leased premises at any reasonable time for the purpose of inspecting the leased premises, performing any work which the Landlord elects to undertake made necessary by reason of the Tenant's default under the terms of this lease, or for any other reasonable purpose.

18. **LANDLORD'S REMEDIES.**

A. **Events of Default.** Each of the following shall constitute defaults under this Lease giving rise to the remedies of the Landlord:

(1) The Tenant shall fail or refuse to perform any covenant of this Lease if such failure or refusal is not cured within forty-five (45) days after written notice thereof is given by the Landlord; or, if such failure or refusal shall be of such nature that it cannot be cured completely within such forty-five (45) day period (and thus excluding any obligation to make payment for rent or services), if the Tenant shall not have promptly commenced within such forty-five (45) day period and shall not thereafter proceed with reasonable diligence and in good faith to remedy such failure or refusal;

(2) The Tenant shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act,

or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property and such appointment is not vacated within sixty (60) days. For these purposes the "Tenant" shall mean the tenant then in possession of the leased premises;

(3) This Lease shall be assigned or the leased premises sublet other than in accordance with the terms of this Lease and the Landlord's By-Laws and such default is not cured within forty-five (45) days after written notice thereof .

B. Landlord's Remedies, Including Termination. Upon any default as defined above (Events of Default), then at the election of the Landlord, the Landlord may send written notice to the Tenant that this Lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of this Lease, and the Tenant shall then surrender the leased premises to the Landlord. If this lease shall so terminate, it shall be lawful for the Landlord, at the Landlord's option, without formal demand or notice of any kind, to reenter the leased premises by any lawful action or by any other means, and to remove the Tenant therefrom without being liable for any damages therefor. Upon the termination of this Lease as herein provided, the Landlord shall have the right, at the Landlord's election, to terminate any sublease then in effect, without the consent of the subtenant concerned. In the event of termination of this Lease following an Event of Default, the Landlord shall be obliged to exercise reasonable efforts to market the Site for re-leasing at a fair and reasonable price, and the Landlord shall account to the Tenant for the excess, if any, of the value realized by the Landlord upon a subsequent re-leasing of the Site, after deducting all of the Landlord's costs and expenses of terminating the Lease and releasing the Site, including reasonable attorneys' fees and any brokerage commissions paid. The Landlord shall also be entitled to pursue whatever lesser and other rights and remedies, including injunctive relief, may be provided by applicable law, and all of the remedies available to the Landlord upon the occurrence of an Event of Default are elective and cumulative. With respect to any election by the Landlord to terminate this Lease following an Event of Default, such election shall be made only by a vote of not less than nine members of the board of directors of the Landlord after an opportunity has been afforded to the Tenant to address the board, which board vote shall then be ratified by the vote of not less than seventy-five percent (75%) of all of the holders of Standard Form Proprietary Leases from the Landlord (not including the Tenant). Lesser remedies available to the Landlord upon the occurrence of an Event of Default may be pursued on behalf of the Landlord by action of the president or other officers of the Landlord, in accordance with procedures established therefor from time to time by the board of directors of the Landlord.

C. Liability for Obligations. Until and unless the Landlord leases the Site to a third party, the Tenant shall remain liable for all Tenant's obligations under this Lease, despite the Landlord's reentry.

D. Notice. Nothing in this paragraph shall be deemed to require the Landlord to give the Tenant any notice not specifically required by this Lease other than such notice

as may be required by statute.

E. Time is of the Essence. Time is of the essence in this Lease with respect to the performance by the Tenant of the Tenant's obligations hereunder.

F. Attorney's Fees and Costs. The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including counsel fees lawfully and reasonably incurred by the Landlord following an Event of Default, or otherwise in enforcing against the Tenant any covenant of the Tenant herein contained.

G. Interest on Unpaid Tenant's Obligations. The Tenant agrees that any amount due to the Landlord under this lease which is not paid within the applicable cure period following written notice in accordance with the provisions of this lease shall bear interest from the date such amount was due until it is paid, at the rate of eighteen percent (18%) per year, compounded monthly, or, if lower, at the highest rate then permitted by applicable law.

19. **LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT.** If the Tenant shall default in the performance or observance of any agreement, condition or other provisions in this Lease, and shall not cure such default within forty-five (45) days after notice in writing from the Landlord specifying the default (or in the event such default shall require more than forty-five (45) days to be cured if the Tenant thereafter fails to prosecute with due diligence the curing of such default to completion), the Landlord may, at its option without waiving any claim for breach of agreement at any time thereafter, cure such default for the account of the Tenant and the Tenant shall reimburse the Landlord for any amount paid and any expense or contractual liability so incurred including reasonable attorneys' fees. The Landlord may cure the default of the Tenant prior to the expiration of such waiting period, but after notice, which notice need not be in writing if confirmed forthwith by notice in writing to the Tenant, if it is necessary to protect the real estate or the interest of the Landlord therein or to prevent injury or damage to persons (including other holders of Standard Form Proprietary Leases from the Landlord) or property.

20. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed by certified or registered mail, postpaid, addressed to the Landlord as follows:

Seven Gates Farm Corporation  
301 South Gate Road  
Vineyard Haven, MA 02568  
Attn: President

and to the Tenant as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or as designated by such party in writing.

21. **WAIVER**. The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights under this Lease. No waiver by either party at any time shall be effective unless in writing and signed by the party adversely affected by the breach with respect to which the waiver is asserted to have been made. No waiver of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease, or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval by the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent or approval of said action on any subsequent occasion, or a consent or approval of any other action on the same or any subsequent occasion.
22. **NO BROKERAGE FEE**. In no event will the Landlord ever be liable for any brokerage commissions in connection with its entering into a Standard Form Proprietary Lease unless the Landlord in writing has specifically engaged a broker to market a site. The Tenant will defend any claim against the Landlord, with counsel of Landlord's selection, and will save harmless and indemnify Landlord on account of any loss, cost or damage which may arise by reason of any such claim for brokerage payments resulting from the transfer by the Tenant of the Tenant's Standard Form Proprietary Lease.
23. **INVALIDITY OF PARTICULAR PROVISION**. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. It is intended that this Lease shall be subject to the By-Laws of the Landlord in effect from time to time, as well as the rules and regulations of the Landlord in effect from time to time, and any conflict shall be resolved by construing the provisions of this Lease not to conflict, or that is not possible, then the provisions of the By-Laws and regulations shall control and the conflicting provisions of this Lease shall only be given such effect as will not conflict with such By-Laws and such rules and regulations.
24. **LIMITATION OF PERSONAL LIABILITY OF LANDLORD'S AGENTS**. In no event shall any individual, shareholder, officer, trustee or agent ever be personally or individually liable for the obligations of the Landlord hereunder.
25. **SUCCESSORS AND ASSIGNS**. Except as herein otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, and permitted successors and assigns, respectively, of Landlord and Tenant.
26. **ENTIRE AGREEMENT**. This instrument constitutes the entire and only agreement

between the parties, and no oral statements or representations or prior written matters not contained in this Lease shall have any force and effect. No subsequent amendments, changes or additions to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and duly executed by Landlord and Tenant. Any pronouns shall be read in the singular or plural in such gender as the context may require or permit.

27. **CONSTRUCTION, JURISDICTION, ETC.** This Lease is a sealed instrument and shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles concerning conflicts of laws. In any judicial dispute between the parties, each party agrees to submit to the personal jurisdiction of the courts of the United States for the Eastern District of Massachusetts and to the courts of Massachusetts sitting in Dukes County.

Executed under seal on the day and year first above written.

CORPORATE  
Landlord  
SEAL

**SEVEN GATES FARM CORPORATION, as**

By:

\_\_\_\_\_  
Its President, duly authorized  
to sign this instrument

\_\_\_\_\_  
\_\_\_\_\_, as Tenant

## Schedule A

### Site \_\_\_\_\_ Description

Legal Description is entered here.